IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE NINTH DAY OF SEPTEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE V.ESWARAIAH

WRIT PETITION NO : 5925 of 2003

Between:

M.A.Muquesthazari, S/o. M.A.Sattarhazari, R/o.H.No.9-4-61/93/2, Meraj Colony, Tollichowki, Hyderabad.

..... PETITIONER

AND

1. The Management of Karimnagar District Cooperative Central Bank Ltd., Karimnagar, Karimnagar District.
2. The General Manager, District Cooperative Central Bank Limited.
3. The Commissioner for Cooperation, Registrar of Cooperative Societies, Gruhakalpa, M.J.Road, Hyderabad.

.....RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue a writ or order or direction particularly in the nature of writ of Mandamus by declaring the action of the respondents in not paying retirement benefits of the petitioner as illegal, arbitrary, discrimination, violative of Article 14, 16 and 21 of the Constitution of India and consequently direct the respondents herein to pay all the retirement benefits of the petitioner together with interest @ 24% p.a. from the date of his retirement till the date of payment to the petitioner.

Counsel for the Petitioner:MR.P.MEHAR SRINIVASA RAO

Counsel for the Respondent No.3: GP FOR AGRICULTURE

Counsel for respondent Nos.1 and 2: Mr. P.M.Gopal Rao.

The Court made the following :

The petitioner was initially appointed as Supervisor/Clerk in Karimnagar District Central Cooperative Bank Limited, on 23.05.1963. There after, he was promoted to the next higher post of Incharge Manager. After working for a period of 37 years, the petitioner has retired from service as Incharge Manager at Jagithyala Branch on 31.08.2000. As the respondent authorities failed to pay the retrial benefits to the petitioner, he made representations to the 2nd respondent on 08.10.2001 and 12.04.2001 requesting him for payment of retirement benefits. In spite of several representations, the 2nd respondent did not take any action for the payment of retirement benefits to the petitioner. Hence, this writ petition is filed.

Respondents 1 and 2 filed counter accepting that the petitioner has retired from service as Incharge Manager of the Bank on 31.08.2000 and they also received the representations of the petitioner, dated 08.01.2001 and 12.04.2001 seeking retirement benefits. After the retirement of the petitioner, an enquiry was ordered and as per the enquiry report, dated 25.02.2002 the petitioner was found guilty for charge Nos.1 and 5 and as the petitioner agreed to pay the loan amounts from his retrial benefits to a tune of Rs.41,475/-, further enquiry proceedings were dropped by the respondents.

Admittedly, while the petitioner was in service, no enquiry proceedings were initiated against him, but only after his retirement, the enquiry proceedings were

issued against him for certain irregularities said to have been committed by him during his service. As the petitioner has retired from the service on 31.08.2000, the relationship between the employer and employee will discontinue. Therefore, it is not open for the respondent to initiate an enquiry against a retired employee in the absence of any specific Byelaw, Rule or Regulation. This Court as well as the Apex Court in catena of decisions held that when once the employee has retired from service, the relationship between the employer and the employee seizes to continue and therefore, no action can be taken against a retired employee.

At this stage, the learned counsel for the respondents submits that as the petitioner himself has agreed through a letter to pay the amounts which were disbursed by him to the borrowers, he is liable to pay the amounts due to the respondent Bank.

In my opinion, obtaining such a letter by the respondent from a retired employee is illegal and un-warranted. Hence, the respondents are directed to pay the retrial benefits to the petitioner within a period of eight weeks from the date of receipt of a copy of this order and if such amounts are not paid within the time stipulated, the same shall be paid by the respondents with interest at the rate of 9% per annum.

The writ petition is accordingly allowed. No costs.

09.09.2004

That Rule Nisi has been made absolute as above.

Witness the Hon'ble Sri Devinder Gupta, the Chief Justice on Thursday the Ninth day of September, Two thousand and four.

tjs

ASSISTANT REGISTRAR

// TRUE COPY //

SECTION OFFICER

To

1.The Management of Karimnagar District Cooperative Central Bank Ltd., Karimnagar, Karimnagar District.

2.The General Manager, District Cooperative Central Bank Limited.

3.The Commissioner for Cooperation, Registrar of Cooperative Societies, Gruhakalpa, M.J.Road, Hyderabad.

4.2 C.Cs to the G.P. for Co-operation, High Court of A.P., Hyderabad. (OUT)

5. 2 C.D.Copies.